

**STATEMENT UNDER 37 CFR 3.73(b)**

Applicant/Patent Owner: Gregory N. Weismantel

Application No./Patent No.: 10053935 Filed/Issue Date: 1/24/2002

Titled: Method and System for Transmittal of Extended Data Attributes of Product Items, Pricing and Trade Promotion Transactions

JDA Software Group, a Corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest in;
2. ☐ an assignee of less than the entire right, title, and interest in  
(The extent (by percentage) of its ownership interest is \_\_\_\_\_ %); or
3. ☐ the assignee of an undivided interest in the entirety of (a complete assignment from one of the joint inventors was made)
- the patent application/patent identified above, by virtue of either:

A. ☒ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy therefore is attached.

OR

B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: \_\_\_\_\_ To: \_\_\_\_\_

The document was recorded in the United States Patent and Trademark Office at

Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

2. From: \_\_\_\_\_ To: \_\_\_\_\_

The document was recorded in the United States Patent and Trademark Office at

Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

3. From: \_\_\_\_\_ To: \_\_\_\_\_

The document was recorded in the United States Patent and Trademark Office at

Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet(s).

☐ As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

  
Signature

John J. Murphy - Associate General Counsel for

Printed or Typed Name

2/7/11  
Date

JDA Software Group

Title

This collection of information is required by 37 CFR 3.73(b). This information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 127 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.



## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the "Agreement") is made and entered into by and among Vista Software Solutions, Inc., a Delaware corporation ("Assignor") and JDA Software Group, Inc., a Delaware corporation ("Assignee"), and shall be effective as of April 30th, 2003.

### RECITALS

WHEREAS, Assignee and Assignor, among others, are parties to that certain Asset Purchase Agreement dated of even date herewith (the "Asset Purchase Agreement");

WHEREAS, capitalized terms not defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement; and

WHEREAS, Assignee desires to acquire from Assignor all of Assignor's right, title and interest in the Acquired Intellectual Property, including without limitation those set forth on Exhibit A attached hereto and incorporated herein by reference.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

### AGREEMENT

#### 1. Assignment.

1.1 Assignor hereby irrevocably assigns, conveys, otherwise transfers and agrees to transfer to Assignee, and its respective successors and assigns, all right, title and interest worldwide in and to the Acquired Intellectual Property, including, without limitation, those items described on Exhibit A, and all proprietary rights therein, including, without limitation, all copyrights, trademarks and their associated good will, patents, trade secret rights, moral rights and other intellectual property rights, all contract and licensing rights, all applications and registrations, any and all divisional, continuation, continuation-in-part, reexamination, reissue, foreign and other applications and registrations claiming priority to any application or registration described or listed herein, and any and all inventions disclosed within any of the applications or registrations described or listed herein, and all claims and causes of action of respect to any of the foregoing, whether now in existence or hereafter to come into existence.

1.2 If Assignor has any rights to the Acquired Intellectual Property that cannot be assigned as described above including, without limitation, any moral rights or the equivalent thereof, Assignor agrees to waive enforcement world-wide of such rights against Assignee, its officers, directors, stockholders, agents and employees. If Assignor has any rights to the Acquired Intellectual Property that cannot be assigned or waived as described above, Assignor hereby grants and agrees to grant to Assignee an exclusive, irrevocable, fully paid-up, and royalty free license, in perpetuity and world-wide, to fully exercise such rights, including rights to sublicense through multiple tiers of sublicensees. These rights are assignable by Assignee.

2. Assistance. Assignor hereby agrees, on its own volition and at Assignee's request and expense, to execute, take all actions and deliver any and all documents, agreements, assignments or transfers necessary or appropriate to perfect or implement this assignment or the rights of the Assignee in the Acquired Intellectual Property. In the event that Assignee is unable for any reason to secure Assignor's signature to any document required to apply for or execute any United States or foreign patent,

copyright or other applications with respect to the Acquired Intellectual Property (including improvements, renewals, extensions, continuations, divisions or continuations in part thereof), Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agent and attorney-in-fact to act for and in their behalf, and instead of Assignor, to execute and file any such applications and to do all other lawfully permitted acts to further the perfection, prosecution and issuance of copyrights or other rights therein with the same legal force and effect as if executed by Assignor.

3. Miscellaneous. This Agreement shall be governed by the laws of the State of Delaware without reference to its conflicts of law principles. Any legal proceedings arising out of or relating to this Agreement shall be conducted in the State of Arizona. If any one or more provisions of this Agreement shall be determined to be invalid, illegal or unenforceable, in whole or in part, the validity, legality and enforceability of any of the remaining provisions or portions thereof shall not in any way be affected or impaired thereby and shall nevertheless be binding between the parties hereto. Any such invalid, illegal or unenforceable provision or portion thereof shall be changed and interpreted so as to best accomplish the objectives of such provision or portion thereof within the limits of applicable law or applicable court decisions. This Agreement, together with any attachments and exhibits hereto, and Asset Purchase Agreement constitutes the entire agreement between the parties with respect to the subject matter of the Agreement, and supersedes any and all other agreements, written or oral, that the parties heretofore may have had with respect to the subject matter herein. In the event that terms herein are contrary or contradict the terms in the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control. This Agreement may be executed in any number of identical counterparts, each of which shall be deemed an original, but all of which when taken together, shall constitute one and the same instrument. No modification or waiver of any provision in this Agreement will be effective unless made in writing signed by Assignor and Assignee. Assignor acknowledges that Assignee may assign the Acquired Intellectual Property. The rights and obligations of this Agreement shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successors, legal representatives and assigns.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Agreement as of the date first set forth above.

ASSIGNOR:

VISTA SOFTWARE SOLUTIONS, INC.,  
a Delaware corporation

By: [Signature]

Print: Iain Kerr

Title: President & Chief Executive Officer

Date: 4-30-03

ASSIGNEE:

JDA SOFTWARE, INC.,  
a Delaware corporation

By: \_\_\_\_\_

Print: James D. Armstrong

Title: Chairman & Chief Executive Officer

Date: \_\_\_\_\_

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Agreement as of the date first set forth above.

**ASSIGNOR:**

VISTA SOFTWARE SOLUTIONS, INC.,  
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By: \_\_\_\_\_

Print: Jain Kerr

Title: President & Chief Executive Officer

Date: \_\_\_\_\_

**ASSIGNEE:**

JDA SOFTWARE INC.,  
a Delaware corporation

By: \_\_\_\_\_

Print: James D. Armstrong

Title: Chairman & Chief Executive Officer

Date: 4-30-03

## EXHIBIT A

### Schedule 1.1(a) Acquired Software

*Intentionally omitted—See Disclosure Schedule to Asset Purchase Agreement.*

#### Schedule 1.1(a) subpart (i)

Source code, object code, versions, modules, program descriptions, data, databases, interfaces, modifications and updates. See Attachment I, *Table of Acquired Software and Inventory of Acquired Software*.

#### Schedule 1.1(a) subpart (ii)

##### Documentation Relating to Acquired Software

VistaTools 6.2 and 6.3 User's Guide  
VistaCPG 6.2 and 6.3 User's Guide  
VistaPlanner User's Guide  
VistaPlannerXL User's Guide  
VistaRetail User's Guide  
VistaSupply User's Guide (under construction)  
VistaCPG Portal User's Guide (under construction)  
Vista7i (under construction)  
VistaRetail Interface Doc – VistaRetail Interface Guide  
Items for Vista Applications – Requirements for Item  
Item-Supply.Doc – Requirements for Item  
VistaB2B Architecture –PPT – Architecture Design  
VistaB2B Arch –VSD Architecture Layout  
EDD.Doc – Extended Data Requirements  
Price Bracket.Doc Price Bracket Specification  
Item Hierarchy.Doc GSMP Hierarchy Requirements Documentation  
VistaRetail Release Notes Vers 6.2.0.5  
VistaRetail Training Manual

#### Schedule 1.1(a) subpart (iii)

##### Disks, Tapes and other Tangible Media

CD ROM in Escrow (includes all Seller Products except RAS Data Warehouse):  
-VistaCPGv621006c  
-VistaTools 62007  
-VistaCPG v6.3.017  
-VistaTools v6.3.017  
-VistaCPG v6.3.021  
-VistaTools v6.3.021  
-VistaRetail v2.6.05  
-VistaCPG v6.3.024  
-VistaTools v6.3.024  
-VistaCPGPortal as of 11/25/02  
-VistaCPG 7i as of 11/25/02

- VistaSupply as of 11/25/02
- VistaPlanner XL as of 11/25/02
- VistaCPG v6.3.025
- VistaTools v6.3.025
- VistaRetail v2.7.00
- VistaCPG 7.100
- VistaCPG Portal as of 2/28/03
- VistaSupply as of 2/28/03
- VistaPlanner XL as of 2/28/03

**Schedule 1.1 (b) Intangibles; part (i)**

**Patents:**

The following patent applications originally filed by The Vista Technology Group, Ltd. ("TVTG") were abandoned:

- a) "Demand and Production Planning Process for Consumer Goods" 09/302,181
- b) "Demand and Production Planning System and Computer Code for Consumer Goods" 09/302,923
- c) "Demand and Production Planning User Interface Device for Consumer Goods" 09/302,324
- d) "Method and User Interface for Calendar Drag and Drop" 09/302,523
- e) "Production Planning Process, System and User Devices for Consumer Goods" 09/302,248
- f) "Inclusion/Exclusion Logic Method and Device" 09/320,922
- g) "Method and Device for Trade Form Selection" 09/335,468

The following provisional applications originally filed by TVTG were also abandoned:

- h) "Method and System for Consumer Packaging" 60/114,084
- i) "Method and System for Electronic Commerce (Business to Business) Trade Promotion Management, Funds Management, Promotion/Production Forecasting and Pricing for Consumer Goods" 60/242,180

The following patent applications remain pending to date originally filed by TVTG:

**Patent Applications:**

| <i>Patent Name</i>  | <i>USPTO Application Number</i> |
|---|---------------------------------|
| Trade Promotion Funds Management Process for Consumer Goods   | 09/659,814                      |
| Trade Promotion Funds Management User Interface Device for Consumer Goods   | 09/659,613                      |
| Trade Promotion Funds Management System and Computer Code for Consumer Goods  | 09/659,614                      |
| Method and System for Transmittal of Extended Data Attributes for Product Items, Pricing and Trade Promotion Transactions | 10/053,935                      |

**Trade Secrets:**

*Intentionally omitted. See Disclosure Schedule to Asset Purchase Agreement.*

*Signature Page to IP Assignment Agreement*

**Trade Names:**

The trade names, as more particularly defined as names used in trade to designate a particular business of certain individuals considered as an entity, but not a trademark in active use, are as follows:

- Vista Software Solutions, Inc.
- Vista

**Trade Styles:**

- VistaCPG
- VistaCPG Portal
- VistaCPG 7i
- VistaRetail
- VistaSupply
- VistaPlanner XL

**Trademarks:**


Per Assignment of Security Interest in Trademarks dated August 13, 2002 and effective July 3, 2002, the registered marks under TVTG have been assigned to Vista Software Solutions, Inc.:

**Registered Trademarks:**

| USPTO<br>Registratio<br>n Number | Grant<br>Date | Trademark |
|----------------------------------|---------------|-----------|
|----------------------------------|---------------|-----------|



THE  
VISTA  
TECHNOLOGY  
GROUP, LTD. ®

|           |          |   |
|-----------|----------|---|
| 2,147,065 | 3/31/98  |   |
| 2,260,547 | 7/31/99  |  Vista CPG ® |
| 2,331,714 | 3/21/00  | Tactical Account Planning (TAP)<br>®  |
| 2,384,925 | 9/12/00  | Hawkeye Deduction Elimination System ®  |
| 2,453,107 | 5/22/01  | The Perfect Invoice®  |
| 2,522,158 | 12/25/01 | EVistaB2B®  |
| 2,677,876 | 1/21/03  | VistaPlanner XL ®   |

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There are no pending applications for Trademark registration.

The following trademark applications originally filed by TVTG were abandoned:

- a) "Transaction Agent" 76170556
- b) "VISTAB2B.COM" 75732628
- c) "Powerhouse" #75702074

The following modules and product names are Trademarks <sup>TM</sup> as they are generally known and associated with Seller; however, they have not been formally applied as to registration.

| <i>VistaCPG side- Trademarks</i>           | <i>VistaRetail side- Trademarks</i> |
|--|-------------------------------------|
| VistaFunds <sup>TM</sup>                   | VistaRetn <sup>TM</sup>             |
| VistaDeals <sup>TM</sup>                   | VistaKiosk <sup>TM</sup>            |
| VistaPlanner <sup>TM</sup>                 | VistaSupply <sup>TM</sup>           |
| VistaScoreboard <sup>TM</sup>              | VistaBroker <sup>TM</sup>           |
| VistaPayment <sup>TM</sup>                 | VistaB2B <sup>TM</sup>              |
| VistaForecast <sup>TM</sup>                | Exchange Broker <sup>TM</sup>       |
| VistaDeduction <sup>TM</sup>               |                                     |
| VistaReports <sup>TM</sup>                 |                                     |
| VistaSettlements <sup>TM</sup>             |                                     |
| VistaMart <sup>TM</sup>                    |                                     |
| VistaDraft <sup>TM</sup>                   |                                     |
| VistaTools <sup>TM</sup>                   |                                     |
| Vista Evaluation & Appraisal <sup>TM</sup> |                                     |
| VistaCPG Portal <sup>TM</sup>              |                                     |
| VistaCPG 77 <sup>TM</sup>                  |                                     |
|  |                                     |
|  |                                     |

#### Copyrights:

The following publications and software are noted as copyrighted material of Seller as created works under protection of the Copyright Act.

- VistaCPG Users Guide (most current version as of 2003 in addition to all prior versions)
- VistaRetail Users Guide (most current version as of 2003 in addition to all prior versions)
- VistaCPG Software (most current version as of 2003 in addition to all prior versions)
- VistaRetail Software (most current version as of 2003 in addition to all prior versions)
- VistaSupply Software (most current version as of 2003 in addition to all prior versions)
- VistaPlanner XL Software (most current version as of 2003 in addition to all prior versions)
- Web site content for "vistacpg.com"
- Web site content for "vastasoftwaresolutions.com"

There are no copyright registrations or pending applications for copyright registration on file to date.

#### Domain Names:

##### Active Registered Domain Names:

- a) VISTACPG.COM
- b) VISTASOFTWARESOLUTIONS.COM
- c) TVTG.COM

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Inactive/Expired Domain Names:

- d) VISTAB2B.COM
- e) EVISTAB2B.COM
- f) VISTACPG.CO.UK

Advertising and Promotional Materials:

None.

Proprietary Rights:

All rights, title and interest to the aforementioned intellectual property, including but not limited to, all software programs, computer source code, technology, documentation, patents, trademarks, trade names, trade secrets, trade styles, copyrights, domain names, logos and web sites.

Schedule 1.1(f) Intangibles; part (ii)

None

Schedule 1.1 (b) Intangibles; part (iii)

Customer lists and supply:

*Intentionally omitted. See Disclosure Schedule to Asset Purchase Agreement*

Importation and Distribution:

None.

Brokers and Agent Lists:

None.

Component listing of intellectual property developed by third party or that is embedded or integrated or used in connection with the Acquired Intellectual Property:

i) The HP CATS Software V3 installation kit consists of the following:

- a. infobefore.txt
- b. install.bmp
- c. install.gif
- d. license.txt
- e. mfc42.dll
- f. CATS\_Service.dll
- g. CATS3\_Setup.exe
- h. CATS\_ASx\_Send.exe
- i. certmgr.exe
- j. CATS\_Admin.exe
- k. capicom.dll
- l. CATS3\_kit\_sm.iss
- m. CATS\_ADMIN.HLP
- n. CATS\_AS1\_Recv.exe
- o. CATS\_Monitor.exe
- p. CATS\_AS2\_RECV.exe
- q. CATS\_AS2\_recv.INI
- r. CATS3\_kit\_sm\_floppy.iss

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- s. CATS v3.0 Config.doc
- t. zlib.dll
- u. CompaqCATSv3.mdb

Listing of the Acquired Intellectual Property:

*-Intentionally omitted. See Disclosure Schedule to Asset Purchase Agreement.*